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CASE NUMBER: 18-2-11377-6 SEA

SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR COUNTY OF KING

B.B.,

Plaintiff,

v.

BOY SCOUTS OF AMERICA, a
congressionally chartered corporation
authorized to do business in the State of
Washington; EVERGREEN AREA COUNCIL,
BOY SCOUTS OF AMERICA, n/k/a MOUNT
BAKER COUNCIL, BOY SCOUTS OF
AMERICA

NO.

COMPLAINT FOR DAMAGES

Defendants.

Plaintiff B.B., by and through their attorneys, Michael T. Pfau and Vincent T. Nappo
of Pfau Cochran Vertetis Amala PLLC, hereby alleges as follows:

I. INTRODUCTION

1.1. This case arises from childhood sexual abuse that B.B. suffered at the hands of
men who defendants knew or should have known posed a danger to him and other children.
Despite their knowledge, the defendants failed to warn Plaintiff of that danger or otherwise
take reasonable steps to protect him from being sexually abused.

COMPLAINT FOR DAMAGES

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PFAU COCHRAN VERTETIS AMALA PLLC

403 Columbia St., Suite 500

Seattle, Washington 98104

Phone: (206) 462-4334 Fax: (206) 623-3624

<http://www.pcvalaw.com>

II. PARTIES

2.1 Plaintiff B.B. is a man who resides in Snohomish County, Washington. When B.B. was a young boy, he was sexually abused by Charles S. Grewe and Allen Ewalt at Fire Mountain Boy Scout Camp. At the time, B.B. and his family resided in Snohomish County, Washington, and B.B. was a Boy Scout member of Troop 8 in Everett, Washington. He was also an employee of the defendants working at Fire Mountain Boy Scout Camp. In the interest of privacy, this complaint identifies B.B. by his initials only.

2.2 At all times material hereto, defendant Boy Scouts of America (“BSA” or “Boy Scouts”) was a corporation authorized to do business in Washington, and at all times material hereto, including the present, BSA transacted business throughout King County and Snohomish County. At all times relevant to this complaint, BSA authorized local councils and local organizations to charter, sponsor, and operate Boy Scout Troops throughout Washington, including defendant Evergreen Area Council (n/k/a Mount Baker Council) and Boy Scout Troop 8. Collectively, BSA, the local councils, and the local organizations would select the leaders of the Boy Scout Troops, including the leaders of Troop 8, although BSA retained and exercised the ultimate authority to decide who could be a Troop leader. BSA also had the right to control the means and manner of the staffing, operation, and oversight of any Boy Scout Troop, including Troops 8. In exchange for BSA’s name, programming, and endorsement, the leaders and members of the Troops would pay BSA an annual membership fee, including the leaders and members of Troop 8.

2.3 At all times material hereto, defendant Evergreen Area Council, Boy Scouts of America, n/k/a Mount Baker Council, Boy Scouts of America (“Evergreen Area Council”), was a Washington non-profit corporation that conducted business in Snohomish County,

1 Skagit County, and Whatcom County, Washington, and acted as an agent of defendant Boy
2 Scouts of America as to the Boy Scout Troops under its jurisdiction, including Troop 8.

3 2.4 Defendants BSA and Evergreen Area Council are collectively referred to
4 herein as “the defendants.”

5 2.5 At all times material hereto, defendants BSA and defendant Evergreen Area
6 Council owned and operated Fire Mountain Boy Scout Camp (“Fire Mountain”), located on
7 440 acres in Mount Vernon, Skagit County, Washington. The defendants purchased and
8 began operating Fire Mountain in the early 1970s, and since that time have utilized Fire
9 Mountain to promote and benefit their Scouting program, including during the times that the
10 Plaintiffs attended Fire Mountain and were abused at Fire Mountain. Upon information and
11 belief, the defendants hired, supervised, and retained the staff, leaders, and volunteers who
12 operated, coordinated, and supervised the “Scout Camp” program at Fire Mountain, including
13 Jack Siegal, Mike Armitage, Charles S. Grewe, and Allen Ewalt.

15 2.6 Fire Mountain is a year-round Boy Scout Camp that offers resident camping
16 during the summertime for Boy Scouts who participate in “Scout Camp.” The defendants
17 represented and marketed Fire Mountain as a beneficial and safe environment for Boy Scouts
18 to recreate and work, including the Plaintiff, and invited Boy Scouts from all over the Pacific
19 Northwest to work at the camp and participate in “Scout Camp,” a week-long overnight camp
20 run by the defendants. Every Boy Scout was required to pay a fee to the defendants to
21 participate in Scout Camp. On average, Fire Mountain would accommodate twelve Boy
22 Scout Troops per week. While there, the Boy Scouts spent most of their time earning merit
23 badges. The defendants ran the “Scout Camp” program throughout the summer months,

1 cycling in hundreds of Boy Scouts over that timeframe. During the “off-season,” the
2 defendants allowed Boy Scout Troops to use the Fire Mountain grounds and facilities on a
3 reservation basis for a fee.

4 2.7 At all times material hereto, Troops 8 utilized Fire Mountain for Scouting
5 activities, including but not limited to spending one week each summer at Scout Camp.
6 Additionally, and as described further herein, Plaintiff was employed by the defendants as
7 employee of the Fire Mountain Boy Scout Camp staff.

8

9 **III. JURISDICTION AND VENUE**

10 3.1 At the time this cause of action arose, and currently, defendant BSA transacted
11 business throughout King County, Washington.

12 3.2 As such, this Court has jurisdiction over this matter pursuant to RCW
13 2.08.010, and venue is proper in this Court pursuant to RCW 4.12.020 and 4.12.025.

14

15 **IV. STATEMENT OF FACTS**

16 A. **Boy Scout Leaders Charles Grewe and Allen Ewalt Sexually Were Reported to
17 Have Abused Numerous Boys at Fire Mountain Boy Scout Camp but Were
18 Allowed Continue Working in Scouting for Years and Years**

19 4.1 During all relevant times, Charles Grewe was one of Fire Mountain’s camp
20 leaders, and worked primarily as the camp’s Aquatics Director. Grewe also participated as a
21 Boy Scout leader outside of Fire Mountain as an Assistant Scoutmaster of Troop 41 located in
22 Lake Stevens, Washington. During his tenure in Scouting, the defendants represented Grewe
23 as a safe, trustworthy, and highly ethical leader, as evidenced by the numerous awards they
24 granted to him, including Eagle Scout, the Vigil Honor award, Order of the Arrow, Award of
Merit, Scouting Training Award, and the Bronze Palm.

1 4.2 From approximately 1979 to 1983, Jack Siegal served as Camp Director at
2 defendants' Fire Mountain Boy Scout Camp. As Camp Director, the defendants relied on
3 Mr. Siegal to oversee the day to day operations of the camp and to maintain a safe
4 environment for the camp's Scout participants, including protecting the children at the camp
5 from foreseeable harm, such as the danger of being sexual abused. In that capacity, the
6 defendants maintained day to day control over Mr. Siegal's actions, and Mr. Siegal acted
7 under the day to day direction and control of the defendants.

8 4.3 From approximately 1979 to 1981, Mike Armitage served as the Program
9 Director at Fire Mountain Boy Scout Camp. As Program Director, the defendants relied on
10 Mr. Armitage to oversee the day to day operations of camp programs and business
11 operations, and to maintain a safe environment for the camp's Scout participants, including
12 protecting the children at the camp from foreseeable harm, such as the danger of being
13 sexually abused. In that capacity, the defendants maintained day to day control of Mr.
14 Armitage's actions, and Mr. Armitage acted under the day to day direction and control of the
15 defendants.

16 4.4 Since at least 1979, the defendants knew or should have known that Grewe
17 was a sexual predator of young boys. Yet, between approximately 1977 and 1987, Grewe
18 was allowed to continue working in Scouting where he blatantly and repeatedly sexually
19 abused countless boys. According to numerous Fire Mountain participants, Grewe was well-
20 known for using his position at the camp, including Aquatics Director, to sexually abuse the
21 young Scout campers and employees.

22 4.5 For example, in 1979, a young Scout camper, M.M., told Mr. Siegal and Mr.
23 Armitage, the two highest ranking leaders at Fire Mountain, that Grewe sexually abused him

1 at the swim beach. Similar reports were made in 1980 and 1981. Despite these complaints,
2 however, the defendants failed to remove him from his position at the camp or to otherwise
3 limit his access to young boys.

4 4.6 As a result, Grewe abused numerous boys in Scouting. For example, in
5 approximately 1980 and 1981, Grewe used his role as Assistant Scoutmaster to sexually abuse
6 several boys in Boy Scout Troop 41 in Lake Stevens, Washington. A number of the boys in
7 that Troop complained to their parents that Grewe sexually abused them. The Scoutmaster of
8 Troop 41 reported this information to the Evergreen Area Council's Scout Executive;
9 however, the Scout Executive summarily dismissed the molestation allegations, and nothing
10 was done to limit Grewe's work with the defendants, including his work at Fire Mountain,
11 and nothing was done to limit his access to children.

13 4.7 As detailed in the Boy Scouts' internal "Perversion Files," the defendants
14 finally removed Grewe from Scouting in 1988, but only after he was criminally convicted of
15 molesting children on a school bus unrelated to Scouting. (See **Exhibit A** attached hereto,
16 which is a true and accurate copy of BSA's "Perversion File" on Grewe.)

17 4.8 During all relevant times, Allen Ewalt was one of Fire Mountain's camp
18 leaders, and worked primarily as the camp's medic. The defendants allowed Ewalt to serve as
19 camp medic at Fire Mountain, and allowed him to have access countless children, despite
20 knowing that Ewalt posed a very serious danger of foreseeable harm to young boys. For
21 example, the defendants knew or should have known that Ewalt had a history of sexually
22 abusing children prior to working at Fire Mountain because defendant BSA previously
23 removed him from a position as a Scout leader in 1967 as a result of "homosexual activities
24 with the boys in the Troop," allegations he allegedly did not deny. In addition, Ewalt was

1 reportedly removed from Scouting in 1980 for alleged “homosexual activities with boys,” but
2 was then allowed to continue in working in Scouting shortly thereafter. Ewalt continued to
3 allegedly abuse boys at Fire Mountain Scout Camp until 1987 when he was again removed for
4 continuing to sexually abuse boys at the camp. (*See Exhibit B* attached hereto, which is a
5 true and accurate copy of BSA’s “Ineligible Volunteer File” on Ewalt.)
6

7 **B. Boy Scout Leader Charles Grewe Sexually Abused B.M. at Fire Mountain Boy
Scout Camp**

8 4.9 From approximately 1976 to 1981, B.M. participated in various Scouting
9 activities with Troop 325, including attending Fire Mountain Boy Scout Camp. B.M.’s
10 participation at Fire Mountain required him to stay overnight at the camp, and during that
11 time he was entrusted in the custody and care of the defendants.

12 4.10 In the summer of 1980, B.M. worked at Fire Mountain as a “Counselor in
13 Training” (known as “CIT”), and the defendants ordered him to share a tent with Grewe.
14 Over the next several weeks, Grewe groomed B.M. and then sexually abused him
15 approximately a dozen times. The abuse included fondling, oral sex, and anal sex. When
16 B.M. reported the abuse to the Fire Mountain Program Manager, Mike Armitage, Mr.
17 Armitage warned B.M. not to say bad things about Grewe and ignored what was happening.
18 Although the abuse stopped, which creates a reasonable inference that Mr. Armitage spoke
19 with Grewe about the abuse, B.M. was required to continue sleeping in the same tent as
20 Grewe until his employment ended.

21 4.11 In the summer of 1981, B.M. returned to work at Fire Mountain as a
22 Counselor. Grewe approached B.M. early in the summer and attempted to further abuse him.
23 B.M. avoided the assault, but spent the rest of the summer paranoid and riddled with anxiety,
24 afraid that Grewe would rape him or reveal the abuse to his peers at the camp.

1 **C. Boy Scout Leader Charles Grewe Sexually Abused D.M. at Fire Mountain Boy**
2 **Scout Camp**

3 4.12 From approximately 1981 to 1985, D.M. participated in various Scouting
4 activities with Troop 43 located in Lake Stevens, Washington, including attending Fire
5 Mountain Boy Scout Camp.

6 4.13 In the summer of 1984 or 1985, and while he was still a child, D.M. was
7 sexually abused by Grewe while he worked at Fire Mountain as a Counselor in Training. At
8 first, Grewe ingratiated himself with D.M. by acting like a trustworthy father figure. As the
9 summer progressed, Grewe started to introduce sexually charged discussions about
10 masturbation, sex, and dating. Once Grewe had gained D.M.'s trust, he convinced him that it
11 would be okay to take a shower alone together. While showering side by side, Grewe
12 molested D.M. all over his body.

13 4.14 Sometime after D.M. was abused at Fire Mountain, Grewe sexually abused
14 him during a Boy Scout event at Grewe's home in Lake Stevens, Washington. They were
15 working on a merit badge or some other Scout-related project when Grewe suddenly started
16 wrestling with D.M. He pinned D.M. to the ground and molested his genitals for an extended
17 period of time.

18 **D. Boy Scout Leaders Charles Grewe and Allen Ewalt Sexually Abused K.B. at Fire**
19 **Mountain Boy Scout Camp**

20 4.15 In approximately 1981 and 1982, and while K.B. was still a child, K.B. worked
21 for the defendants at Fire Mountain as a "Counselor in Training" (known as "CIT") and Camp
22 Counselor, in addition to attending Scout Camp for one week with Troop 70. The defendants
23 compensated K.B. to work at Fire Mountain as a CIT and the defendants benefited financially
24 from his labor at Fire Mountain. As an employee of Fire Mountain, K.B. was required to stay
overnight at the camp throughout the summer, and during that time he was entrusted in the
custody and care of the defendants.

1 4.16 In approximately 1981, K.B. was sexually abused by Grewe while he was
2 working as a CIT. K.B. had just performed the “swim test” and was standing on the beach
3 shivering. Grewe told K.B. he needed to treat him for hypothermia. Grewe took K.B. into the
4 swim tower and reached both hands into K.B.’s swimsuit and molested his penis and genitals.
5 Afterwards, K.B. reported the abuse to Fire Mountain’s program director, Mike Armitage.
6 K.B. told Mr. Armitage that Grewe had molested his penis and, upon request, demonstrated
7 the abuse for Mr. Armitage. Rather than counsel K.B., Mr. Armitage justified and defended
8 Grewe’s conduct as if it were a legitimate means to treat hypothermia, and then sternly
9 advised K.B. to keep quiet about Grewe’s behavior. Mr. Armitage warned K.B. that he
10 needed to keep quiet because if anyone found out about the abuse the defendants’ camp would
11 probably be shut down. He manipulated K.B. into silence by telling him, “you don’t want to
12 be the reason for the camp’s closure, right?” When K.B. asked if he should report the
13 incident to Fire Mountain’s camp director, Jack Siegal, Mr. Armitage told him, “No, I will
14 take care of it.”

15 4.17 Despite having reported that Grewe sexually abused him, Grewe remained in
16 the same camp leadership position and K.B. was forced to work with Grewe for the rest of the
17 summer and the entire next camp season. To make matters worse, Mr. Armitage acted as if
18 Grewe had done nothing wrong, which gave K.B. the impression that Grewe was
19 “untouchable.” While K.B. did his best to avoid Grewe after the abuse, it was inevitable that
20 they would run into each other since they worked together and Grewe was a camp director.
21 As a result, K.B. lived and worked during this time period with constant fear and anxiety that
22 Grewe would sexually abuse him and that other Scouts would find out about the abuse.

23 4.18 The following year, in approximately 1982, K.B. was sexually abused by Fire
24 Mountain’s camp medic, Allen Ewalt. At that time, K.B. was an employee on the Fire
Mountain dining hall staff. K.B. went to the camp infirmary due to a knee injury. As part of

1 his “treatment,” Ewalt made K.B. strip naked and lie on the examination table with his penis
2 and genitals exposed. Ewalt molested K.B. all over his body, including his penis and genitals,
3 supposedly to “examine” his injury. During the “exam,” Ewalt tried to convince K.B. to
4 undergo an enema, but K.B. became so frightened that he ran out of the infirmary and hid in a
5 tree for the rest of the day in fear the Ewalt would find him and further abuse him.

6 **E. Boy Scout Leader Charles S. Grewe Sexually Abused R.F. and A.T. During**
7 **Troop 41 Activities**

8 4.19 From approximately 1977 to 1981, R.F. And A.T. were Boy Scouts and
9 belonged to Troop 41, which was chartered, sponsored, and operated by the defendants, who
10 selected its leaders and oversaw its operations and activities. During this time period, R.F.
11 and A.T. participated in various scouting activities with Troop 41, including but not limited to
12 weekly meetings, merit badge projects, and camping trips.

13 4.20 In approximately 1980, Scout leader Charles Grewe sexually abused R.F. on
14 the ride home from Fire Mountain during the fall or winter months. The two of them had
15 spent the day at Fire Mountain working on a merit badge project. R.F. was sleepy from the
16 long day’s work; Grewe convinced him to rest his head on his lap near his genitals while they
17 made the long drive home.

18 4.21 On another occasion, Grewe sexually abused R.F. at the Lake Stevens Fire
19 Hall where Troop 41 met for weekly scout meetings. The two of them were working on a
20 merit badge project when Grewe started talking to him about masturbation and fondling
21 R.F.’s genitals.

22 4.22 The final incident occurred during a merit badge project at Grewe’s home.
23 R.F.’s parents dropped him off at Grewe’s home to work on the merit badge project because
24 they believed Grewe was a safe and trustworthy Scout leader. While working on the project,

Grewe pinned R.F. to the ground, forcefully removed R.F.'s pants, and fondled his genitals while attempting to give him an erection.

4.23 In 1981, Scout leader Charles Grewe sexually abused A.T. after a Scout meeting at the Lake Stevens Fire Department. Grewe fondled A.T.'s genitals and talked to him about masturbation and other sexual topics.

4.24 In 1981, A.T. and R.F. reported their abuse to Troop 41 Scoutmaster. As noted, the Scoutmaster of Troop 41 reported this information to the Evergreen Area Council's Scout Executive in 1981 and local law enforcement, but Grewe was allowed to remain in Scouting and continue working at Fire Mountain Boy Scout Camp with unlimited access to young boys.

F. Boy Scout Leader Charles Grewe and Allen Ewalt Sexually Abused Plaintiff B.B. at Fire Mountain Boy Scout Camp

4.25 From approximately 1979 to 1987, B.B. and his family were actively involved with activities sponsored by defendants Boy Scouts of America and Evergreen Area Council. During this time period, B.B. was a Boy Scout and belonged to Boy Scout Troop 8, which was chartered, sponsored, and operated by the defendants, who selected its leaders and oversaw its operations and activities.

4.26 From approximately 1979 to 1987, B.B. participated in various Scouting activities with Troop 8, including attending Fire Mountain Boy Scout Camp. B.B.'s participation at Fire Mountain required him to stay overnight at the camp, and during that time he was entrusted in the custody and care of the defendants. As a Scout camper, B.B. paid a fee to the defendants to attend Fire Mountain, and the defendants benefitted financially from his participation at the camp.

1 4.27 In approximately 1983, and while B.B. was still a child, B.B. worked for the
2 defendants at Fire Mountain as a “Counselor in Training” (known as “CIT”), in addition to
3 attending Scout Camp for one week with Troop 8. The defendants compensated B.B. to work
4 at Fire Mountain as a CIT and the defendants benefited financially from his labor at Fire
5 Mountain. As an employee of Fire Mountain, B.B. was required to stay overnight at the camp
6 throughout the summer, and during that time he was entrusted in the custody and care of the
7 defendants.

8 4.28 While B.B. was working as a CIT at Fire Mountain, he was sexually abused by
9 Charles Grewe and Allen Ewalt. Ewalt ordered B.B. to strip naked and, then Ewalt and
10 Grewe fondled his penis while purporting to “evaluate him” and provide “medical treatment”
11 at the medical infirmary. Grewe also showered with B.B. on numerous occasions before and
12 after the molestation incident. In addition, Grewe molested B.B.’s penis at his home after
13 giving him a ride from Scout camp. While B.B. did his best to avoid Grewe after the abuse, it
14 was inevitable that they would run into each other since they worked together and Grewe was
15 a camp director. As a result, B.B. lived and worked during this time period with constant fear
16 and anxiety that Grewe would sexually abuse him and that other Scouts would find out about
17 the abuse.

18 **G. Plaintiff Participated in Boy Scouts and Fire Mountain Because of**
19 **Misrepresentations by the Defendants**

20 4.29 Plaintiff participated in Scout activities because the defendants invited him to
21 participate. Plaintiff’s parents allowed him to do so because the defendants represented that
22 Scout activities were safe for their child and that Scout leaders like Grewe and Ewalt could be
23 trusted with their child.

24 4.30 In his capacity as a Scout leader and the Fire Mountain Aquatics Director, the
defendants authorized and encouraged Grewe to befriend, mentor, and educate the boys

1 attending Fire Mountain and other Scout activities, including Plaintiff. They also authorized
2 and encouraged him to gain the trust and respect of Scout parents, including Plaintiff's
3 parents. Likewise, in his capacity as Scout leader and Fire Mountain camp medic, the
4 defendants authorized and encouraged Ewalt to befriend, mentor, and educate the boys
5 attending Fire Mountain, including Plaintiff. They also authorized and encouraged him to
6 gain the trust and respect of Scout parents, including B.B.'s parents.

7 4.31 Over time, Grewe used his position as a Scout leader and Aquatics Director to
8 ingratiate himself with Plaintiff, and to gain the confidence and trust of Plaintiff. Likewise,
9 Ewalt used his position as camp medic to ingratiate himself with Plaintiff., and to gain the
10 confidence and trust of B.B. In short, Grewe and Ewalt did what the defendants authorized
11 and expected them to do as Scout leaders and Scout Camp leaders.

13 4.32 The defendants authorized and expected Grewe and Ewalt to act in this manner
14 because they financially benefited from every boy who participated in Scouting, including the
15 annual dues and fees they paid to participate and keep participating, as well as the fees they
16 paid the defendants to attend Fire Mountain.

17 4.33 The Plaintiff's parents allowed their sons to participate in Scouting based on
18 the representations of the defendants that their Scouting program provided safe, beneficial,
19 and moral activities for their son, and that Scout leaders, including Grewe and Ewalt, were
20 morally fit men who could be trusted with their child. These were some of the major points
21 the defendants used in their marketing materials regarding Scouting.

23 4.34 Plaintiff and his parents relied upon these representations, including the actual
24 and ostensible expertise and judgment of the defendants in selecting morally upright men to
be Scout leaders, when they trusted Grewe and Ewalt with Plaintiff's care, allowed them to

1 supervise Plaintiff, and allowed Grewe and Ewalt to act as their role model. If the defendants
2 had not made those representations, Plaintiff's parents would not have allowed their children
3 to participate in Scouting and would have prevented Grewe and Ewalt from targeting them.

4 4.35 The relationship between the defendants and Grewe, and the defendants and
5 Ewalt, as well as the representations of the defendants to Plaintiff and his parents about
6 Scouting, Grewe, and Ewalt, created a duty on the part of the defendants to ensure the
7 Scouting program was made as reasonably safe as possible from known dangers, and to warn
8 Plaintiff and his parents of those dangers.

9 4.36 Moreover, from at least the 1960s, if not earlier, defendants knew that Scout
10 leader positions were being used by predatory child molesters to victimize children, and that
11 they had an institution-wide or systemic child abuse problem. Between 1957 and when
12 Grewe and Ewalt started abusing Plaintiff, an average of sixty Scout leaders were discovered
13 abusing children each and every year, including Ewalt. This number does not include those
14 who remained undiscovered.

16 4.37 Despite their knowledge that hundreds of boys, or more likely thousands of
17 boys, had been abused in Scouting prior to Plaintiff's abuse, and despite their knowledge that
18 both Grewe and Ewalt were sexual predators, defendants failed to warn Plaintiff or his parents
19 that sexual predators were using their Scouting program to target and molest children, failed
20 to implement alternative child sexual abuse policies to replace the ones that were obviously
21 not working, failed to educate Plaintiff and his parents about the dangers of sexual abuse,
22 failed to change their process for selecting and monitoring Scout leaders, and failed to warn
23 Plaintiff or his parents about the danger posed by Grewe and Ewalt.

1 4.38 Given the consistency of the abuse by Scout leaders and the number of abused
2 children, defendants knew to a moral certainty that such failures would reasonably lead to at
3 least some number of other boys being sexually abused by Scout leaders while participating in
4 Scouting or while the Scout leaders were held out to parents and the community as safe and
5 trustworthy because of their position.

6 4.39 As alluded to above, the defendants also knew, or certainly should have
7 known, that Grewe and Ewalt posed a danger of foreseeable harm to Plaintiff prior to when he
8 were sexually abused by them, and while he was being abused by them, but they failed to take
9 sufficient steps to prevent Grewe and Ewalt from sexually abusing him and continuing to
10 abuse him. For example, in addition to the direct reports the defendants received concerning
11 Grewe and Ewalt prior to Plaintiff's abuse, other Scout leaders were removed from the
12 Evergreen Area Council for sexually abusing Scouts, but upon information and belief, the
13 defendants did nothing to change their policies to better protect Plaintiff and other boys from
14 being sexually abused.

16 4.40 Rather than do anything to protect Plaintiff, the defendants ignored warning
17 signs and complaints about Grewe and Ewalt's abusive behavior, and failed to take any steps
18 to investigate them or prevent them from continuing to sexually abuse Plaintiff and others.

19 4.41 As a result, Grewe and Ewalt sexually abused and exploited B.B. at Fire
20 Mountain Boy Scout Camp and elsewhere in relation to Scouting activities.

22 4.42 Furthermore, the hostile work environment at Fire Mountain continued.
23 Young staffers like B.B. were forced to work closely with a physically imposing sexual
24 deviant, Grewe, who they feared would further sexually abuse them, and B.B. had to work in

the same environment with his other abuser, Ewalt, who by that point was a well-known and documented pedophile.

V. CAUSES OF ACTION

A. Negligence

5.1 Plaintiff re-alleges the paragraphs above and below.

5.2 The defendants had a duty to exercise reasonable care in protecting Plaintiff from foreseeable harm, they had a duty to exercise reasonable care in their employment of Grewe and Ewalt, and they had a duty to warn Plaintiff and his parents of known dangers in their proprietary program. These duties arose from the defendants taking custody and control of Plaintiff, from charging Plaintiff to participate in their Scouting program, including Fire Mountain, from authorizing and allowing Plaintiff to participate in Scouting activities, from representing to Plaintiff and his parents that Scouting was a safe activity and that Grewe and Ewalt were safe, from authorizing and expecting Grewe and Ewalt to interact with Plaintiff during Scouting activities, from authorizing and expecting Grewe and Ewalt to take temporary custody of them for those activities, and from authorizing and expecting Grewe and Ewalt to supervise Plaintiff during those activities.

5.3 The defendants breached these duties by failing to exercise reasonable care in protecting Plaintiff from the known danger posed by Grewe and Ewalt, and by failing to exercise reasonable care in hiring, supervising, monitoring, and retaining them as camp employees. This includes their failure to warn Plaintiff, his parents, or their community, as well as each other, of their unique knowledge of Grewe and Ewalt's prior sexual abuse of children and the danger posed by men like Grewe and Ewalt in Scouting, their failure to take any steps, whatsoever, to protect Plaintiff from Grewe and Ewalt, and their failure to change their policies and procedures to account for such dangerous deviants, based on their unique and superior knowledge of that danger.

1 5.4 Moreover, in addition to their actual knowledge that Grewe and Ewalt were
2 child molesters and posed a danger to Plaintiff and other children, the defendants had known
3 for decades that Scout leaders were using their position to groom and sexually abuse children.
4 Despite that knowledge, the defendants failed and refused to warn families involved with
5 Scouting, including Plaintiff's family, of the danger of molestation by Scout leaders, and they
6 refused to change their policies or the implementation of those policies.

7 5.5 In failing to take any steps to address these problems in Scouting—a system
8 over which defendants had complete control—defendants failed to exercise the reasonable
9 care one would expect from those who are charged with protecting children, particularly from
10 an organization that held itself out for decades as providing a safe environment and safe
11 leaders for children.

12 5.6 Defendants' negligence was a substantial contributing and causal factor to the
13 abuse of Plaintiff. Because of the duration and consistency of child molestation in Scouting,
14 defendants' knowing failure to warn, implement alternate child abuse policies, or change their
15 screening or monitoring procedures, created a foreseeable risk of harm to the safety of
16 children in their care or the foreseeable victims of their Scout leaders, including Plaintiff.
17 Plaintiff was a member of the class of individuals to be protected by a warning about
18 Scouting's dangers, by alternate child abuse policies, and by screening and/or monitoring of
19 Scout leaders. Such policies and procedures would have protected Plaintiff from some or all
20 of the abuse they suffered.

21 5.7 As a direct and proximate result of the negligent and grossly negligent acts and
22 omissions of the defendants, Plaintiff suffered general and special damages, including
23 physical, psychological, and emotional damage.

1 5.8 The defendants also knew or should have known that their attempt to cover-up
2 the sexual abuse of children, including abuse by Grewe and Ewalt, would, if discovered,
3 likely cause increased emotional suffering to their victims and families, including Plaintiff.

4 5.9 Notwithstanding that knowledge, the defendants hid the nature and the extent
5 of this misconduct from their victims, their families, and their community, including Plaintiff.
6 Those attempts were successful, and not discovered until many years later, thereby causing
7 increased emotional suffering to their victims and their families, including Plaintiff.

8 **B. Violation of Washington Law Against Discrimination**

9 5.10 Plaintiff re-alleges the paragraphs above and below.

10 5.11 At all material times hereto, Grewe and Ewalt were acting within the course
11 and scope of their employment with the defendants at Fire Mountain. Furthermore, at all
12 relevant times, Grewe and Ewalt were employed by the defendants as directors at Fire
13 Mountain who worked as Plaintiff B.B.'s supervisors, and B.B. were employed by the
14 defendants to work at Fire Mountain on their behalf.

15 5.12 At all material times hereto, the defendants established an employment
16 relationship with B.B. who was a minor.

17 5.13 At all material times hereto, Grewe made routine sexual remarks to and
18 advances on young boys at the camp, as noted above. In addition, Grewe sexually abused
19 numerous boys during the course of their employment with the defendants, including B.B.
20 Grewe was an adult employee and B.B. was a minor male employees. Needless to say,
21 Grewe's remarks and sexual advances were unsolicited, unwelcome, inappropriate, and
22 humiliating.

23 5.14 At all material times hereto, Ewalt made routine sexual remarks to young boys
24 at the camp. As previously discussed, Ewalt sexually abused B.B. during the course of their
employment with the defendants. Ewalt was an adult employee and B.B. was a minor male

1 employee. As with Grewe, Ewalt's remarks and sexual advances and abuse were unsolicited,
2 unwelcome, inappropriate, and humiliating.

3 5.15 Prior to the time Grewe and Ewalt sexually abused B.B., the defendants
4 received numerous complaints concerning Grewe and Ewalt's sexual misconduct towards
5 other young Scouts and employees. Moreover, Grewe and Ewalt's sexual misconduct
6 towards minor Scouts and employees at Fire Mountain was pervasive and obvious. Thus, the
7 defendants knew or should have known that Grewe and Ewalt created a hostile and offensive
8 work environment for their employees like B.B., and failed to take reasonably prompt and
9 adequate remedial steps in light of this knowledge to alleviate the resulting hostile and
10 intimidating work environment in which Plaintiffs B.B. found himself.

11 5.16 The actions of defendants and its supervisors described above violated the
12 Washington Law Against Discrimination by creating a hostile work environment for Plaintiff
13 on the basis of his sex, and substantially interfered with his ability to perform his job for the
14 defendants.

15 5.17 The actions of Grewe, and Ewalt also violated the Washington Law Against
16 Discrimination and constituted "quid pro quo" sexual harassment of the Plaintiff by making
17 submission to their harassing conduct a term and condition of their continued employment.

18 5.18 The defendants are directly liable for the sexually harassing conduct of Grewe
19 and Ewalt in creating a hostile work environment for Plaintiffs B.B. and so many other young
20 male employees on the basis of their sex because Grewe and Ewalt were directors and
21 supervisors of the defendants. Additionally, the defendants are liable for the sexually
22 harassing conduct of Grewe and Ewalt because they knew that Grewe and Ewalt were
23 sexually abusing young boys, and they knew (or should have known) that Grewe and Ewalt's
24 sexual misconduct towards minor employees created a hostile and offensive work
environment for them and other employees. Despite that knowledge, the defendants failed to

1 take reasonably prompt and adequate remedial steps to alleviate the resulting hostile and
2 intimidating work environment in which Plaintiff found himself.

3 5.19 As a result of this hostile and intimidating work environment, B.B. suffered
4 extreme physical, mental, and emotional suffering.

5 **C. Outrage**

6 5.20 Plaintiff re-alleges the paragraphs above and below.

7 5.21 The defendants engaged in extreme and outrageous conduct by providing
8 Grewe and Ewalt with direct and private access to young Boy Scouts, including Plaintiff, after
9 they received multiple, credible reports that they were sexually abusing children.

10 5.22 The defendants did so in order to conceal their own bad acts, to protect their
11 reputation, and to prevent victims from coming forward, despite knowing that Grewe and
12 Ewalt would continue to molest Scouts, including Plaintiff.

13 5.23 As a result of this extreme and outrageous conduct, Grewe and Ewalt gained
14 access to B.B. and sexually abused him.

15 5.24 The defendants knew that this extreme and outrageous conduct would inflict
16 severe emotional and psychological distress on Plaintiff, and he did in fact suffer severe
17 emotional and psychological distress as a result. His emotional damages include severe
18 mental anguish, humiliation, and emotional and physical distress.

19 **D. Fraud**

20 5.25 Plaintiff re-alleges the paragraphs above and below.

21 5.26 Defendants are liable for fraud because they made verbal and written
22 representations to Plaintiff that (1) the Scouting program provided a safe, beneficial, and
23 moral activity for Plaintiff, and (2) Grewe and Ewalt could be trusted with Plaintiff in one-on-
24 one situations because they were Scout leaders and directors at Fire Mountain.

1 5.27 As discussed above, these representations were made to Plaintiff and his
2 parents before Plaintiff paid to become a Boy Scout, throughout the time they were in
3 Scouting, and before Plaintiff paid to attend Fire Mountain. For example, the Boy Scout
4 handbook emphasized that Scouting was safe and that the Boy Scout leaders (e.g., Grewe and
5 Ewalt) could be trusted, representations that Plaintiff and his parents relied upon when
6 deciding to participate in Scouting and attend Fire Mountain.

7 5.28 At no point did the defendants warn Plaintiff or his parents that defendants
8 knew that a significant number of Scout leaders, including Grewe and Ewalt, had abused
9 Scouts and other boys, and therefore they knew that not all Scout leaders were trustworthy.
10 Instead, the defendants represented in their written materials, including the Boy Scout
11 handbook, that all Scout leaders were safe and trustworthy. Plaintiff and his relied upon those
12 representations when deciding to participate in Scouting activities and when deciding that it
13 was safe for Plaintiff to spend time with Grewe and Ewalt.

14 5.29 Likewise, at no point did the defendants disclose to Plaintiff or his parents that
15 they knew Scout leaders, including Grewe and Ewalt, were not safe and trustworthy, that they
16 might make sexual demands or advances on Plaintiff, that significant numbers of Scout
17 leaders had abused boys in the past, that the majority of the abuse had occurred when a Scout
18 leader was able to isolate boys in one-on-one situations, or that their existing policies and
19 procedures were not working to protect boys from being sexually abused by Scout leaders.

20 5.30 Instead of disclosing that knowledge, the defendants represented in their
21 written materials, including the Boy Scout handbook, that all Scout leaders were safe and
22 trustworthy and that a boy was always safe if he was with a Scout leader.

23 5.31 These representations and omissions were material because Plaintiff would not
24 have entered into a relationship with defendants, would not have participated in Scouting
activities, would not have attended Fire Mountain, and would not have participated in one-on-

1 one situations with Grewe and/or Ewalt, if he or his parents knew that Grewe and Ewalt had
2 been accused of sexually abusing boys in the past, that on average sixty new molesters a year
3 were discovered in Scouting with an unspecified number escaping detection, that this abuse
4 had been occurring for decades, and that defendants were allowing certain discovered
5 molesters to go on “probation” and resume their Scout leader duties. These representations
6 and omissions were false and misleading, and go to the heart of the relationship of trust that
7 defendants sought to form with Plaintiffs and their family.

8 5.32 Defendants knew these representations and omissions were false and
9 misleading, as evidenced by the prior complaints they received from other children alleging
10 Grewe had sexually abused them, as well as the documented abuse history of Ewalt dating
11 back to 1967. Moreover, as with Ewalt, the defendants had been aware since at least the
12 1960s that the Scouting program posed a consistent danger to adolescent boys, and because
13 they had intentionally kept this danger a secret, they also knew that society mistakenly
14 believed that the Scout program was safe and Scout leaders could be trusted with children.
15 The defendants knew this because their own files showed that the Scouting program had a
16 concrete, longstanding, consistent, and widespread problem with sexual abuse by Scout
17 leaders and adult volunteers. Defendants knew that Scouting was being used by child
18 molesters to gain access to and the trust of children, and that the majority of children were
19 abused during one-on-one situations, but defendants did nothing to change the program prior
20 to the representations and omissions they made to Plaintiff. Instead, the defendants continued
21 to make the same representations and omissions to Plaintiff and his parents about the Scouting
22 program and continued to represent that Grewe and Ewalt were trustworthy and safe Scout
23 leaders and camp directors.

1 5.33 Indeed, between 1965 and 1985, 1,123 “perversion” files were created for
2 Scout leaders who had molested one or more children. That is an average of 57.8 new child
3 molesting volunteers per year (e.g., more than one new child molester a week). And many of
4 these volunteers molested multiple Scouts and other boys. Defendants also knew that not all
5 molesters in Scouting were caught each year, particularly because some of the molesters were
6 shown to have abused Scouts and other boys for several years before detection.

7 5.34 According to BSA’s internal “desk manual” for those files, “the Ineligible
8 Volunteer File is a listing of names ... [who have] proven themselves potentially harmful as
9 associates or leaders of youth and a detriment to the Boy Scouts of America. ... *The majority*
10 *of the cases on file are perversion cases.*” This was a material risk that was unique to the Boy
11 Scout program and was not something that Plaintiffs, their parents, or the general population
12 knew existed.

13 5.35 Defendants knew that Scouting—a closed system over which defendants held
14 exclusive control related to participation and access—was being used by child molesters to
15 gain access to and the trust of Scouts and other boys. Defendants knew the majority of boys
16 were abused during one-on-one situations, and the defendants knew that Plaintiff, his parents,
17 and the parents of any other Boy Scout would consider this to be a material risk.
18 Nevertheless, defendants did nothing to warn Plaintiff, his parents, or any other parents of the
19 risks of molestation by Scout leaders, and the defendants did nothing to change the Boy Scout
20 program prior to the representations and omissions they made to Plaintiff. Instead, the
21 defendants continued to make the same representations and omissions to Plaintiff and his
22 parents, knowing they were false and knowing they were being relied upon by them.

23 5.36 The defendants made these representations and omissions with the intent of
24 inducing Plaintiff, his parents (and other children and other parents similarly situated), and the
community to rely on the representations and omissions so they would continue to trust the

1 defendants (and Grewe and Ewalt) and continue to pay to participate in Scouting, including
2 Fire Mountain. The defendants knew that if they revealed the truth, their revenues would
3 sharply decrease, they knew they would lose their prestige and reputation as a “safe” program
4 for boys, and they knew they would likely face legal liability for the thousands of boys who
5 had already been sexually abused by their volunteers.

6 5.37 For example, on December 4, 1972, BSA’s Executive of Registration and
7 Subscription, Paul Ernst, sent a “personal and confidential” letter from BSA’s national
8 headquarters to “all Scout executives” with the subject “Maintaining Standards of
9 Leadership.” Ernst informed his Scout executives that he was enclosing guidelines that were
10 “carefully developed” by BSA, but “because of the misunderstandings which could develop if
11 it were widely distributed,” he instructed them to avoid sharing it “beyond the top
12 management of your council.”

13 5.38 Four years later, in 1976, that same BSA executive wrote another confidential
14 internal memorandum where he admitted that BSA’s existing policies and procedures were
15 not working to protect boys from being sexually abused by Scout leaders: “BSA’s experience
16 usually has been that the Scout executive learns of improper conduct only after the individual
17 in question has dropped out of Scouting or has been removed by the responsible local BSA
18 chartered organization.” As discussed above, despite knowing that their policies were
19 insufficient, the defendants did nothing to warn Plaintiff or his parents of that danger.
20 Instead, they kept representing that the Boy Scout program was completely safe and its Scout
21 leaders were completely safe. Although BSA eventually changes its policies and procedures,
22 it did so after it was too late to protect Plaintiff.

23 5.39 Plaintiff and his parents relied on these representations and omissions because
24 they allowed their children to participate in Scouting and attend Fire Mountain, and they

1 allowed Grewe and/or Ewalt to have custody and control of Plaintiff when participating in
2 Scouting activities at Fire Mountain. If Plaintiff and his parents knew these representations
3 and omissions were false, they would not have allowed Plaintiff to participate in Scouting
4 activities and they would not have allowed Grewe and/or Ewalt to have custody and control of
5 Plaintiff.

6 5.40 The reliance of Plaintiff and his parents was reasonable and justified because
7 they did not know, nor could they have known, that defendants were well aware of the
8 decades-long history of child molesters using Scouting to obtain victims. Plaintiff and his
9 parents could not hope to conduct an investigation of defendants' claims given that the
10 records that would disprove their representations and omissions—the "Ineligible Volunteer"
11 files—were not available to the public. Given the superior and unique knowledge possessed
12 and exclusively held by the defendants about that danger, Plaintiff and his parents reasonably
13 and rightfully relied on the representations and omissions by the defendants that Scouting was
14 safe and that Grewe and/or Ewalt could be trusted.

15 5.41 Plaintiff and his parents acted to their detriment in allowing Plaintiff to
16 participate in Scouting and in giving Grewe and/or Ewalt access to Plaintiff because they paid
17 for Plaintiff to participate in a program that they thought was safe, they trusted Grewe and
18 Ewalt, and they allowed Plaintiff to participate in one-on-one activities with them, and
19 Plaintiff was sexually abused by Grewe and/or Ewalt.

20 5.42 As a direct consequence of defendants' fraudulent representations and
21 omissions, Plaintiff suffered the abuse and damages as described more fully herein. However,
22 Plaintiff did not discover, and could not have reasonably discovered, that the defendants'
23 representations and omissions were a causal factor in their sexual abuse until recently, when
24 he learned that the defendant received numerous reports of abuse by Grewe and Ewalt, in

1 addition to having access to the Boy Scouts' Ineligible Volunteer files, which contains records
2 of thousands of child abusers over the course of several decades (including Ewalt and Grewe).

3 **E. Constructive Fraud and Breach of Fiduciary Duty**

4 5.43 Plaintiff re-alleges the paragraphs set forth above and below.

5 5.44 As discussed above, by no later than the 1960s the defendants knew that the
6 Scouting program posed a danger to adolescent boys. The defendants knew as much because
7 their "perversion" files showed that the Scouting program had a concrete, longstanding,
8 consistent, and widespread problem with sexual abuse by Scout leaders and adult volunteers
9 like Grewe and Ewalt. Defendants knew that Scouting was being used by child molesters to
10 gain access to and the trust of boys, and that the majority of boys were abused during one-on-
11 one situations, but defendants did nothing to change the program prior to the
12 misrepresentations they made to Plaintiff. Instead, the defendants continued to make the same
13 misrepresentations to Plaintiff and his parents.

14 5.45 By doing so, the defendants ensured that a material risk of boys being molested
15 remained inherent in the Scouting program itself. That risk endangered boys like Plaintiff,
16 but it was not apparent to Plaintiff or his parents because of the defendants' representations
17 and because the defendants did nothing to warn Plaintiff or his parents about it.

18 5.46 Rather than disclose that vital and material risk to Plaintiff, the defendants
19 concealed the risk in order to lure Plaintiff and his parents into a commercial relationship with
20 them where they would pay yearly dues and other assorted fees and required purchases in
21 order to participate in Scouting activities. In other words, the defendants represented that
22 their Scouting "product"—the Scouting program—was safe in order to get Plaintiff's parents
23 to pay for their son to participate in the Scouting program and to entice them to pay for
24 Plaintiff to participate in the Scouting program. In exchange for purchasing that product, the
defendants represented that the Scouting program and all of its leaders, including Grewe and

1 Ewalt, would provide safe, beneficial, and moral activities, and that Plaintiffs and their
2 parents could rely upon the defendants to select programs and leaders that strictly fit that
3 criteria.

4 5.47 The defendants also had a duty to disclose all material facts and risks to
5 Plaintiff before they persuaded Plaintiff to purchase the Boy Scout product based on their
6 misrepresentations. Moreover, the representations of defendants, the reliance of Plaintiff and
7 his parents, and the superior and unique knowledge possessed by the defendants regarding the
8 danger, created a special, fiduciary relationship wherein the defendants had a duty to disclose
9 to Plaintiff and his parents the vital and material facts and risks described above.

10 5.48 However, the defendants did not disclose those vital and material facts and
11 risks to Plaintiff or his parents, including the fact that (1) the Scouting program did not
12 provide a completely safe, beneficial, and moral activity for Plaintiff as it had been advertised
13 because the defendants knew that its existing policies and procedures were inadequate to
14 protect Plaintiff or boys like him from being sexually abused by Scout leaders, and (2) Grewe
15 and/or Ewalt could not be trusted with Plaintiff in one-on-one situations solely because they
16 were Scout leaders or camp directors, particularly where defendants knew or should have
17 known that Grewe and Ewalt were sexual predators who targeted Scouts and boys in order to
18 molest them.

19 5.49 As a direct consequence of defendants' fraudulent omissions, Plaintiff suffered
20 the abuse and damages as described more fully herein.

21 **VI. PRAYER FOR RELIEF**

22 Plaintiff prays for judgment against the defendants for general and special damages in
23 an amount to be proven at the time of trial, for his reasonable attorneys' fees and costs, for
24 statutory interest, prejudgment interest, exemplary damages, prejudgment interest, and for

1 such other and further relief as the Court deems just and equitable, including all relief and
2 remedies afforded by RCW 49.60.

3 Plaintiff also reserves the right to pursue additional causes of action, other than those
4 specifically outlined above, that are supported by the facts pleaded herein or that may be
5 supported by other facts that emerge during discovery.

6 DATED this 3rd day of May, 2018.

7 PFAU COCHRAN VERTETIS AMALA PLLC

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9 By: 
10 Michael T. Pfau, WSBA No. 24649
11 michael@pcvalaw.com
12 Vincent T. Nappo, WSBA No. 44191
13 vincent@pcvalaw.com
14 Attorneys for Plaintiff

15 4844-6395-1714, v. 1